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ABSTRACT

The collective bargaining agreement between the Mt. San Jacinto College District Board of Trustees and the Mt. San Jacinto College Faculty Teachers Association/California Teachers Association/National Education Association is presented. This contract, covering the period from July 1, 1988 to June 30, 1990, deals with the following topics: bargaining agent recognition; district and association rights; safety conditions of employment; grievance procedures; unit members rights; salary regulations; work load; assignment; evaluations; leave provisions; professional development leaves; reduction in force; personnel file contents and inspection; retirement and early retirement incentives; savings clause; effect of agreement; completion of meet and negotiation; and term of agreement. Appendixes provide information on rates of compensation; the salary formula; fringe benefits and faculty evaluation information; and grievance forms. (PAA)

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ED338305

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

CERTIFICATED CONTRACT

JULY 1, 1988 - JUNE 30, 1990

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CERTIFICATED CONTRACT

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CERTIFICATED CONTRACT

July 1, 1988 - June 30, 1990

This is an Agreement made and entered into this first day of July, 1988 between the MT. SAN JACINTO COLLEGE DISTRICT, hereinafter referred to as "District", and MT. SAN JACINTO COLLEGE FACULTY ASSOCIATION-CTA/NEA, hereinafter referred to as "Association".

Article I: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees (hereinafter referred to as the Unit) certificated by the Educational Employment Relations Board in Case No. LAR-734 dated November 15, 1976. The Unit consists of all certificated employees excluding non-credit or adult ed teachers, part-time employees, Superintendent/President, the Deans of Business Services, Instructional Services, Career Education, College Development, and Student Services, and the Directors of Personnel, Financial Aids, Data Processing Services and Athletics. The Unit shall exclude all Management, Confidential and Classified employees.

Article II: DISTRICT RIGHTS

II A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means

of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all room and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline Unit Members as authorized by all applicable codes. All such matters unless otherwise provided for in this Agreement are excluded from the grievance procedure.

II B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

II C. Emergency Clause.

II C1. In cases of extreme emergency* necessitating closure of the college and/or suspension of classes, any provisions of this Agreement conflicting with the necessary emergency procedures shall be suspended for the duration of the emergency. The District shall, within one (1) day or as soon as is physically possible, meet with Association representatives and attempt to reach an agreement on which sections

of this Agreement are affected and for what duration.

*Extreme emergency shall mean sudden and unexpected calamities such as earthquake, fire, flood and other occurrences which interfere with normal operation of the college.

II C2. In cases of financial emergency, any provisions and terms of this agreement affected by reduction in funding to the District shall be suspended and reopened for negotiation when the District files public notice that current operating standards cannot be met and stipulates the amount of reduced funds.

Article III: ASSOCIATION RIGHTS

III A. The Association and its members shall have the right to non-exclusive use of school facilities and equipment, excluding vehicles, at reasonable hours, including evening hours, subject to the established sign-up procedures and regulations, for Association business when such facilities are not otherwise in use.

III B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. At least one of reasonable size shall be provided in areas frequented by Unit Members. The Association may use the District mail service and teacher mail boxes for communications to Unit Members. When required, notification shall be given to the Superintendent/President as material is posted for the purpose of informing Association members and or non-members of Association-related issues, concerns, and positions as well as the dates, times and agenda of formal Association meetings.

III C. Authorized representatives of the Association shall be permitted to transact Association business on school property

at any time as long as there is not interference with the normal operation of the College. At the request of the Superintendent/President, the Association shall provide advance notice, in writing, of all Association meetings.

III D. Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written statement authorizing deduction of unit membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the district shall deduct one tenth (1/10) of such dues from the regular salary warrant of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

III E. The District shall not be obligated to deduct any amount from the Unit Member's pay which shall be used for political contributions.

III F. Each Unit Member covered by this Agreement who after the effective date of this Agreement is a member of the Association and each Unit Member covered by this Agreement who becomes a member after that date may maintain membership in the Association through the term of the Agreement.

III G. Any Unit Member who is not an Association member and who elects not to pay such representation fee must pay, at hourly rates established by the Association, for specific written requests for specified services, exclusive of contract negotiations. In no event shall the amount charged exceed, in

any one year, the amount uniformly charged as one year's membership dues. The sole responsibility for collecting the payments shall rest with the Association and, under no circumstances shall the District be obligated to collect such payments for or on behalf of the Association; furthermore, payment of any of these obligations shall not be construed as a condition of continued employment. Legal fees incurred by a non-Association member shall be paid by that member.

III H. With respect to all sums deducted by the District pursuant to authorization of the Unit Member, the District will remit such monies to the California Teacher's Association accompanied by an alphabetical list of Unit Members from whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

III I. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

III J. Upon appropriate written authorization from the Unit Member, the district shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, approved charitable donations, or any other plans or programs jointly approved by the Association and the District. A Unit Member who continues an assignment or employment with the District will be permitted to change the amount of such deductions once a year on date(s) mutually agreeable to the District and the Association.

III K. The Association has the right to act as a grievant under the Grievance Article of this Agreement, except as provided in V-B1.

III L. The Exclusive Representative of the unit has the right to consult on the definition of educational objectives, the

determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer and the law.

Article IV: SAFETY CONDITIONS OF EMPLOYMENT

IV A. Enforcement Authority.

The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to Unit Member safety will be exempted from the grievance process.

Article V: GRIEVANCE PROCEDURES

V A. Definitions.

V A1. A "grievance" is a formal written allegation submitted on a mutually approved form by a grievant that the grievant has been adversely affected by a violation, misinterpretation or misapplication of provisions of this agreement.

V A2. A "grievant" is a Unit Member filing a grievance herein.

V A3. A "class action grievance" is a consolidation of several similar grievances into a single grievance. All grievants to be included will make their own written allegation and each will independently go through Level I and each will authorize such consolidation and agree to abide by that outcome. A class action grievance may be filed by the Association at Level II of the Grievance Procedure. At least one of the grievants shall be in attendance at each level of the class action procedure.

V A4. A "Day" for the purpose of this Article, refers to any day when the Business Office is open for business.

V A5. "Management Supervisor" or "Appropriate Dean" refers to the management employee who has immediate jurisdiction over the grievant.

V B. Purpose.

V B1. Nothing contained herein shall be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with any appropriate member of the Administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

V B2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level shall be maximums and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement.

V C. Informal Level.

The grievant shall attempt informal resolution of a grievance in conference with the appropriate Dean prior to initiating a grievance.

V D. Level I

V D1. Within twenty (20) days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate District form to his appropriate Dean. This statement should be a clear, concise statement of the

grievance, the specific Article or Section of this Agreement violated or misinterpreted, the circumstances involved, the date of any informal conference and the specific remedy sought.

V D2. Within ten (10) days after a grievance is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative.

V D3. The appropriate dean's decision shall be communicated in a clear, concise written statement, to the Unit Member and the Association within fifteen (15) days after receiving the grievance.

V E. Level II

V E1. In the event the grievant is not satisfied with the Level I decision, the grievant may, within ten (10) days, appeal the decision to the Superintendent/President or his designee on the appropriate District form. This appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason(s) for the appeal.

V E2. Within five (5) days after the appeal is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative. Conference shall be held at a time which would not interfere with normal operations of District.

V E3. The Superintendent/President or designee shall communicate in a clear, concise written statement a decision to the Unit Member within fifteen (15) days after receiving the grievance. 11

V F. Level III

V F1. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days, appeal the decision on the appropriate District form to the Board of Trustees. This appeal shall include a copy of the original grievance, the decisions rendered, and a clear statement of the reason(s) for the appeal.

V F2. The Board of Trustees shall base its decision solely on the written record unless upon review the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.

V F3. The Board shall inform the grievant, in writing, of its decision within twenty-five (25) working days after receiving the grievance.

V F4. This level represents the final step in the grievance procedure. Completion of this step constitutes exhaustion of internal administrative remedies under this Agreement.

V G. Guidelines Applicable to All Grievances

V G1. All grievance proceedings shall be kept as confidential as may be appropriate at all levels of the procedure.

V G2. All records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

V G3. If a grievance arises from the action of an authority above the Supervisorial level, the Unit Member may present a grievance at the next higher level, except no grievance shall be taken to the Trustees without first being given in writing to and discussed with the Superintendent/President.

V G4. If the procedure is not completed within the specified time by the appropriate management level handling it, the grievant may proceed to the next level.

V G5. If the procedure is not completed by the grievant within the specified time, the grievance will be considered resolved at the highest level at which the procedure has been completed.

V G6. No reprisals of any kind will be taken by any Unit Member or representative of the Administration or the Board or by the Association against any grievant, any member of the Association, or any member of management, Trustee or other participant in the Grievance procedure by reason of such participation.

V G7. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the work day, he shall, upon notice to the Superintendent/President by the Association President, be released without loss of pay in order to participate in the ongoing activities. Every effort shall be made to schedule meetings and hearings at times which would not interfere with normal operations of District. Any Unit Member who is requested to appear in such scheduled meetings or hearings as a witness will be accorded the same right.

Article VI: UNIT MEMBER RIGHTS

VI A. The District and Association recognize the right of a Unit Member to form, join, and participate in lawful activities of employee organizations and the equally alternative right of a Unit Member to refuse to form, join, and participate in organization activites.

VI B. A Unit Member shall have the right to informally discuss any personal grievance with any appropriate dean and to have the grievance adjusted without intervention by the Association provided that the adjustment is not inconsistant with the terms of this Agreement.

VI C. A Unit Member shall retain the right of self-representation in matters of grievance without intervention by the Association provided that all conditions of Article V on Grievance Procedures are met.

VI D. It is mutually understood that the District shall not implement any proposed resolution reached with a Unit Member grievant until the Association has been provided a copy of the grievance and a copy of the proposed resolution and after which said Association has five working days to file a written response.

It is further mutually understood that the written response from the Association shall in no way intervene in the implementation of the proposed resolution if said resolution is consistent with the terms of this agreement and in conformance with applicable laws.

Absence of a written response from the Association on any specific proposed resolution within the stipulated time period shall be construed to mean that the terms of Paragraph VI D have been waived by the Association but only to the extent to which the proposed resolution responds.

Article VII: SALARY REGULATIONS, COMPENSATION AND BENEFITS

VII A. Definition of Terms

VII A1. "Degree" refers to earned degrees in an accredited college or university.

VII A2. "Unit" refers to semester units from an accredited college or university.

VII A3. "Bachelor's Degree" means an earned Bachelor of Science or of Arts Degree or equivalent from an accredited institution.

VII A4. "Master's Degree" means any earned Master of Science or of Arts Degree or equivalent from an accredited institution.

VII A5. "Accredited Institution" means an institution listed as accredited in the most recent issue of United States Office of Education Handbook, "Higher Education," Part III.

VII A6. "Semester Unit" means one semester hour of credit from an accredited institution. Transcripts indicating quarter hour credit will be evaluated in semester hour equivalents, with one (1) quarter hour equaling two-thirds (2/3) semester hours.

VII A7. "Upper Division Courses" are those certified by an accredited institution as junior and senior level. Any graduate class would be considered equal to or superior to upper division.

VII A8. "Prior Teaching Experience" - a year of prior teaching experience for credit must equal seventy-five (75) percent of the maximum one hundred seventy-five (175) day teaching year required by California law.

VII A9. "Transcript" is a documentary record of completed work certified by a notarized signature or institutional seal and received by direct mail in the Personnel Office from an institution.

VII A10. "Basic Salary Schedule for Certificated Employees" refers to the salary schedule established to determine the rate of pay for ten-month (10) employees who fulfill the contract requirements of the work year as defined below.

VII A11. "Work Year" refers to the number of days required each year to meet the minimum daily attendance requirement of one hundred seventy-five (175) days, any additional days for instruction, plus additional days for non-instructional duties as elsewhere herein delineated totaling a maximum of no more than one hundred eight-one (181) working days.

When school is closed due to factors which in the opinion of Administration are beyond their control and request for exemption is denied by the State, and the State requires that the day be made up, that day will be considered to be within the normal work year.

VII A12. "Ten-Month Employee" refers to any Unit Member on contract as a full time certificated employee for the established work year as defined above.

VII A13. "Per Diem Rate" refers to the daily rate of pay for a Unit Member calculated by dividing the Unit Member's annual salary for the Work Year by the number of days the Unit Member is required to render service to the District under this Agreement.

VII B. Definitions of Classes on Basic Salary Schedule for Certificated Employees

VII B1. Master's Degree and California Community College Life credential; or Master's Degree and Life credential issued by California Commission for Teacher Preparation

and Licensing prior to 1971 in the discipline for which initial employment with the District is offered; or a California Community College credential issued on a partial fulfillment requirements in the discipline for which initial employment with the District is offered.

VII B2. Master's Degree plus twelve (12) semester units or their semester unit equivalent approved pursuant to Paragraph VII C2 and Life Credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment is offered; or a Life California Community College or eligible vocational subject credential; or a California Community College vocational subjects credential issued on a partial fulfillment of requirement basis plus a Bachelor's Degree

VII B3. Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII C2 and a California Community College Life credential; or a Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII C2 and Life credential issued by California Commission for Teacher Preparation and Learning prior to 1971 in the discipline for which initial employment is offered; or a California Community College vocational subject credential issued for Life plus 120 semester units or their semester unit equivalent approved pursuant to Paragraph VII D4.

VII B4. Class IV MA + 36 semester units and credential.

VII B5. Class V MA + 48 semester units and credential.

VII B6. Class VI Earned Doctorate, and credential.

VII C. Initial Placement on Salary Schedule

VII C1. A new Unit Member shall be placed in the salary schedule column to which his formal education or its equivalent entitles him according to the provisions contained within this Article. In addition, the Unit Member shall be granted one-year's (1) vertical advancement for each year of full time teaching experience or its equivalent to a maximum of seven (7) years, except that a new Unit Member whose employment begins in the Fall Semester, but at a time later than the first working day of that semester, shall advance on the next salary advancement date if he has fulfilled seventy-five (75) percent of the required working days for that year;

Except:

If three (3) or more years of work experience in an occupation are required for the Vocational Credential requested by the College, then three (3) years of such experience will be accepted for initial placement on the Salary Schedule and, in addition, teaching experience will be credited up to five (5) years.

VII C2. The Staff Development Committee, or other appropriate committee, shall consider and recommend to the Superintendent/President:

VII C2a. The amount of credit to be granted for formal education, or its equivalent, in determining the number of units of credit to be granted for initial placement on the salary schedule.

VII C2b. The amount of credit for years of teaching experience, or its equivalent, in determining the number

of years to be granted for initial placement on the salary schedule.

Teaching service shall have been for seventy-five (75) percent or more of the school year in any district.

VII C2c. "Equivalent Credit" may be considered by the Staff Development Committee, or other appropriate committee, for work experiences, competency based experiences, research and any post-graduate units earned, but not counted for the Master's Degree or for the required credential. The Unit Member must request in writing that consideration be given to such areas. When requests for salary advancement are made for equivalent credit, the Committee may recommend such credit if both the Unit Member and the Committee have made reasonable effort to obtain approval for units from an accredited institution of higher learning for the above-stated areas, and neither have been successful. After the Superintendent/President approves the request for "equivalent credit" and makes a recommendation to the Trustees, they shall consider such exceptions and may establish a principle or guideline which can be applicable to similar requests without further attempts to obtain approval from an accredited institution of higher learning.

VII D. <u>Credit for Salary Schedule Advancement After Initial Placement on Salary Schedule.</u>

VII D1. A Unit Member may earn up to twelve (12) semester units during a school year and up to twenty-four (24) units during any calendar year, provided no more than six (6) semester units are earned during any semester

nor more than ten (10) quarter units during any quarter may be earned for the purposes of salary advancement. Columnar advancement shall occur July 1 for a Unit Member employed on the salary schedule during summer school months and September 1 for others provided due and proper notice is given to the Business Office as indicated in the procedures of this Article.

A Unit Member may advance one column per year except:

VII D1a. An earned Doctoral Degree shall place the Unit Member in the appropriate column.

VII D1b. All approved units earned during any long-term professional development or other leave shall be added to any earned during other periods of the same school year and to any accumulated, and the total shall be credited for the following annual pay period not to exceed a two-column (2) move in any one (1) school year.

VII D1c. All approved units earned during the period between the time a Unit Member is released from employment from the District due to program reduction and the time of rehire on a preferential recall basis as a full time Unit Member shall be placed on the salary schedule at a rate not exceeding a two (2) columnar advancement from the previously held position.

VII D2. A Unit Member may have credited for <u>vertical</u> salary schedule advancement one (1) step for each year of employment until reaching the last step in the class.

A Unit Member who is employed after September 1 of a

school year but has fulfilled at least seventy-five percent (75%) of a full year contract shall be advanced to the next step as if a full year's service to the District has been fulfilled.

Vertical step advancement shall take place July 1 for a Unit Member employed on the salary schedule during summer months and each September 1 for a Unit Member not employed during the summer.

VII D3. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a number with a fraction of more than one-half (1/2), the number shall be rounded off to the next whole number when calculating total units for columnar advancement.

VII D4. The Staff Development Committee, or other appropriate committee, shall consider and recommend on the acceptability of and number of units proposed by individual Unit Members toward salary advancement based on the following criteria. (This stated policy considers that all units discussed are from accredited institutions unless otherwise specified.)

VII D4a. Enrollment in an advanced degree in an undergraduate major as stated on Unit Member's diploma or Unit Member's master's, or teaching, or assigned teaching area, except when that degree is a condition of initial employment. Approval by the Committee in the first instance and by the Administration in the second shall automatically mean acceptance of any units taken to fulfill the degree requirements.

VII D4b. Units that would apply to an advanced degree in the Unit Member's teaching or assigned teaching area.

VII D4c. Units that would apply to an advanced degree not in the Unit Member's Master's, teaching, or assigned teaching area but which can be clearly illustrated as being a direct enhancement to said area or areas.

VII D4d. Units at any level that can be clearly illustrated as being a direct enhancement to the Unit Member's Master's, teaching, or assigned teaching area.

VII D4e. "Equivalent credit" may be considered by the Staff Development Committee as described in Section **VII C2c** of this Article.

VII D5. All Unit Members shall observe the following procedures in order to be considered for salary schedule advancement:

VII D5a. On or before June 1, a Unit Member must request advancement and provide proof of eligibility to advance on the salary schedule for the next school year.

VII D5b. If units earned during the upcoming summer session are to be used in qualifying for advancement, the Unit Member must indicate the institution to be attended, course title, number of semester units to be earned, and dates of attendance.

VII D5c. Proof of successful completion of all summer work must be submitted no later than August 15. A grade slip or signed statement from the university's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in any case, no later than November 1.

VII D5d. A Unit Member will advance to the next higher column on July 1, if all work has been completed and verified by June 15, of the preceding school year. If units are completed subsequent to June 15, advancement will be made on September 1, provided that all of the above conditions will have been met.

VII D5e. A Unit Member may, pursuant to Paragraph VII D1 of this agreement, advance to the next higher column on February 1 if all work has been completed and verified by January 15 immediately previous.

VII D5f. Proof of successful completion of all work subsequent to September 1 must be submitted no later than January 15. A grade slip or signed statement from the university's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in no case, later than April 1.

VII D6. The personnel office shall provide each Unit Member by September 1, of each year, or as near to September 1, as possible, current step and column placement and the salary. Upon request, a statement of units on file shall be provided the unit members.

VII E. A Unit Member may seek approval after course work is completed without penalty. However, when requests are made by Unit Members to the Staff Development Committee for past approval, a unanimous vote by the members of that Committee shall be necessary for credit to be granted.

VII F. Compensation

A Unit Member will be paid according to Appendix A.

VII G. Fringe Benefits

A Unit Member will receive those benefits set forth in Appendix C.

Article VIII: WORK LOAD

It is the philosophy of the District and the Association, as professional educators, to consider all factors involved in determining work load in such a way as to allow flexibility while tending to cause all work loads to be equitable.

Factors to be considered by each Unit Member and the appropriate dean in establishing a "Standard Work Load" include number of hours taught or assigned, type of class taught, number of office hours, number of preparations, number of "extended day" assignments, the ratio of Weekly Student Contact Hours to Full Time Faculty Equivalent (WSCH/FTE), reduction of work load, extended campus assignment, and other duties and responsibilities related to the Unit Member's specific assignment. Each unit member shall extend professional responsibility to serve on committees, attend general faculty meetings called by the Administration, attend instructional area meetings, support and promote the student activities program, participate in graduation ceremonies, and on non-teaching duty days assist with registration to the extent necessary and perform other related professional duties.

In keeping with the preceding philosophy, the following General Guidelines are herein established for the Unit Member and the appropriate dean to use in arriving at a "Standard Load." Should any Unit Member be unable to agree with the appropriate dean, Unit Member is free, without fear of any recrimination, to take the issue to the Superintendent/President and ultimately to the Board of Trustees.

VIII A. Terms and Definitions

For purposes of this Article, the following terms and definitions shall be used to establish the Standard Work Load for a Unit Member:

VIII A1. Work Year

The work year shall be no more than one hundred eighty-one (181) days per school year to fulfill the annual contractual requirements of a Unit Member.

VIII A2. Work Week

A work week shall be five (5) days a week, Monday, 8:00 a.m. through Friday, 4:30 p.m. inclusive, during a work year. Saturday and Sunday assignments may be made only with the consent of the Unit Member. It is understood that while each Unit Member shall be expected to maintain a five-day work week assignment, his assignment may be reduced to less than or increased to more than a five-day work schedule by mutual consent between said Unit Member and the Management Supervisor.

VIII A3. Extended Day Time:

Extended day time is defined as any time prior to 8:00 a.m. and shall apply to any class that begins at 4:30 p.m. or later during a work year for which a Unit Member is assigned to discharge responsibilities under this Agreement.

VIII A4. Teaching Contact Hour

A teaching contact hour shall be equivalent to fifty (50) clock minutes of classroom instruction or teaching time except as otherwise designated by law.

VIII A5. Non-Teaching Hour

A non-teaching hour shall be equivalent to one (1) clock

hour of assigned time during which non-classroom instructional responsibilities are discharged by a Unit Member.

VIII A6. Teaching Assignments:

VIII A6a. A Lecture Class refers to any class defined as a "Lecture" class in the most current published District college catalog or District Course Activity Measures file.

VIII A6b. A Non Lecture Class refers to any class defined as a "Laboratory" class in the most current District college catalog or District Course Activity Measures file.

VIII A6c. A Special Projects Class or a Directed Study Class refers to any class defined as a "Special Project" or " Directed Study" class in the most current District college catalog or District Course Activity Measures file.

VIII A7. Non-Teaching Assignments

A non-teaching assignment shall consist of non-teaching hours that do not relate to a specific teaching assignment.

VIII A8. Weekly Student Contact Hours (WSCH)

A Weekly Student Contact Hour shall be one hour of contact time per student enrolled in a class per week, per semester of a work year. The total number of weekly student contact hours (WSCH) for the institution is determined by the summation, over each class, the total number of students enrolled in an assigned class multiplied by the number of teaching contact hours per week, per semester of a work year.

VIII A9. Full Time Equivalent

Full Time Equivalent (FTE) shall be the equivalent of one Unit Member who is assigned a Standard Work Load.

VIII A10. Weekly Student Contact Hours - to - Full Time Equivalent Ratio (WSCH/FTE)

Weekly student Contact Hours - to - Full Time Equivalent Ratio shall be the value derived by calculating the WSCH per Standard Teaching Work Load of a Unit Member with a teaching assignment, for the first and second census of a semester, then arriving at the average for same.

VIII A11. Standard Work Load

A Standard Work Load shall be the entire assigned duties and responsibilities of a Unit Member whether teaching or non-teaching that represents a full Work Load.

VIII A12. Standard Teaching Work Load

A Standard Teaching Work Load shall be the number of teaching contact hours a Unit Member shall be required to maintain per week, per semester during the work year.

VIII A13. Standard Non-Teaching Work Load

A Standard Non-Teaching Work Load shall be the number of clock hours a Unit Member is required to maintain per week, per semester for a non-teaching assignment.

VIII A14. Overload

An Overload Assignment shall occur whenever a Unit Member accepts an assignment during a work year that involves providing to the District an additional service which is similar to that rendered by said Unit Member but beyond a Standard Work Load as established for the semester in which the additional assignment is offered.

VIII A15. Extra Assignment

An Extra Assignment shall occur whenever a Unit Member accepts an assignment as an addition to a Standard Work Load of said Unit Member, that involves providing to the District a service which is not similar to that rendered by said Unit Member as established for the semester in which the extra assignment is offered.

VIII A16. Extended Campus Assignment

An Extended Campus Assignment is one which requires a Unit Member to perform his/her assignment at two or more geographical locations in any one day during a work year.

VIII B. General Guidelines

The Standard Work Load as defined in this Article includes the scope of assigned teaching and non-teaching duties of a Unit Member, except wherein specifically established in this Article as not being a part of a Standard Work Load. Furthermore, nothing except in Paragraph VIII G (Overload Assignment) of this Article shall constrain a Unit Member from volunteering to perform additional service without compensation from the District.

VIII B1. Standard Teaching Work Load Schedule

It is mutually understood that in establishing a Standard Teaching Work Load Schedule, every effort shall be made, whenever possible, to consider the following:

VIII B1a. The number of extended-day assignments for each Unit Member shall be kept to the minimum.

VIII B1b. The teaching day for each Unit Member shall be no more than nine (9) consecutive hours from the

beginning of the first assigned class through the end of the last assigned class.

VIII B1c. There be not less than twelve (12) consecutive hours of elapsed time between the end of the last assigned class on one day, and the beginning of the first assigned class on the following day.

VIII B1d. A Unit Member's assigned schedule shall be limited to no more than forty (40) per cent of a standard teaching load per day, or no more than eight (8) non-teaching hours per work day.

VIII B1e. In developing a Unit Member's assignment schedule, the number of course preparations per semester shall be considered.

VIII B1f. Effective September 1, 1988, unit members shall not be required to teach classes at sites ten (10) or more miles from the main campus, unless specifically hired full time for such as assignment. Unit members may voluntarily accept any assignments off-campus as they see fit.

It is further mutually understood that departures from these guidelines may be necessary to complete the Standard Work Load of a Unit Member and may be implemented only after a reasonable effort has been made by the Unit Member and the appropriate dean to conform to the guidelines, or in the event that the Unit Member has agreed in writing to an exception.

VIII B2. Standard Teaching Work Load Assignments

The Standard Teaching Workload is established in accordance with the following schedule:

Standard Teaching Work Load Hours	Lecture Class Teaching Contact Hours	Non-Lecture Class Teaching Contact Hours
15	15	0
16	14	2
17	13	4
17	12	5
18	11	7
18	10	8
18	9	9
19	8	11
19	7	12
20	6	14
21	5	16
22	4	18
23	3	20
23	2	21
23	1	22
24	0	24

VIII B2a. A deviation of plus (+) or minus (-) factor of one (1) teaching contact hour per week is provided to enable flexibility in establishing a Unit Member's Standard Work Load.

VIII B2b. In exceptional cases, the Management Supervisor may, where it is necessary and upon consultation with a Unit Member, use a plus (+) or minus (-) factor of two (2) teaching contact hours to establish a Standard Teaching Work Load.

VIII B2c. It is mutually understood that during any one semester covered in this agreement, the exercise of Paragraph VIII B2a and/or Paragraph VIII B2b, may

result in a teaching work load in excess of or below a Standard Teaching Workload as established in Paragraph VIII B2.

VIII B2c(1). When excess teaching contact hours accrue to a Unit Member and reach equivalency of a class he/she would reasonably expect as an assignment, the Unit Member shall be granted upon request a reduced teaching load assignment for the semester following the one in which the equivalency is reached. Such a reduction shall not exceed four (4) teaching contact hours per week. If the Unit Member does not make this request, he/she shall forfeit any benefits under this provision.

VIII B2c(2). When an underload of teaching contact hours accrue to a Unit Member and reach equivalency of a class he/she would reasonably expect as an assignment, the District may assign the Unit Member an increased teaching load assignment for the semester following the one in which the equivalency is reached. Such an increase shall not exceed four (4) teaching contact hours per week. If the District does not make this assignment, it shall forfeit any benefits under this provision.

VIII B3. Upon request to the District, the Association may review the work load of any Unit Member and recommend any adjustments to the District.

VIII B4. Standard Non-Teaching Load.

The number of assigned non-teaching hours for non-teaching assignments shall be established as follows:

VIII B4a. Counselors

The hours of employment for counselors shall be thirty-five (35) hours per week. The scheduled work week shall be prepared by the counselor in consultation with the immediate supervisor and approved by the district.

VIII B4b. Coordinators and Librarians

Coordinators and Librarians shall be assigned to no more than forty (40) clock hours per week, per semester, in a work year.

VIII B4c. Other Non-Teaching Assignments

Other Non-Teaching Assignments shall be based on a forty (40) clock hour work week, per semester, in a work year.

VIII B5. Combination of Assignments

The Standard Work Load for a Unit Member whose assignment consists of a combination of teaching assignments or a combination of non-teaching assignments, or a combination of non-teaching and teaching assignments, shall be established on a pro rata basis of provisions in this Article.

VIII B6. Office Hours

A Unit Member who has a teaching assignment shall, as part of a Standard Work Load, be available on campus for students at least one (1) clock hour for each class taught up to a maximum of five (5) clock hours per week. Furthermore, the following provisions shall apply:

VIII B6a. Each Unit Member shall post an up-to-date schedule card of office hours on, or adjacent to Unit Members office door, or on classroom door, or in a place convenient for students to see.

VIII B6b. Each Unit Member shall schedule office hours so as to be convenient to both the needs and schedules of his students, as well as the teaching schedule of the Unit Member.

VIII B6c. Each Unit Member shall retain the right to re-schedule office hours as necessary in conformance with paragraphs VIII B6a and VIII B6b.

VIII B6d. Each Unit Member shall provide information regarding schedule or rescheduled office hours, upon request, to the Office of Instruction

VIII C. General Provisions

VIII C1. Each Unit Member shall meet with classes as assigned unless an alternate plan is approved as far in advance as possible by the appropriate dean.

VIII C2. Each Unit Member shall not be required to serve on more than one (1) major committee or task force as assigned by the Academic Senate or the Superintendent/ President.

VIII C3. Each Unit Member shall be allowed to select the most appropriate textbook(s) which can be made available for class. Unit Members will work together as closely as possible in selecting text(s) for class(es) when different sections of the same class are taught by different instructors. The use of different textbook(s) under these circumstances shall not be permitted unless there is justifiable evidence to warrant such difference, and then, only with the express permission of the Superintendent/President.

VIII C4. Each Unit Member, as a condition of employment, shall be present at all college commencement exercises unless

permitted otherwise by the Office of Superintendent/ President or his designee.

VIII C5. Workload forms shall be made available by the District and shall be completed by each Unit Member with Management Supervisor for each semester. Such forms shall include all instructional and non-instructional hours, and any other assigned duties. Where the Unit Member voluntarily selects an option, signature on the workload form shall constitute the Unit Member's consent to do so without extra credit or compensation.

VIII C6. The provisions of this Article concern only schedules developed under this contract.

VIII D. Adjustment to Standard Work Load

VIII D1. Assigned Time

Should a Unit Member have overload duties and responsibilities associated with the nature of assignments such as directing a performance group, an intercollegiate athletic team, a recurrent college publication, student activities, part-time coordinator, then that Unit Member shall be credited with additional hours which are commensurate with the assignment. Up to a maximum of fifty percent (50%) of a "standard load," as determined by the appropriate dean, shall be credited to the load assignment of said Unit Member unless the Unit Member's job description states otherwise. Such credit shall be granted in the semester in which the directive activity is assigned unless it is not possible or practical to do so, in which case adjustments in load shall be made within the next semester.

VIII D2. WSCH/FTE Ratio

VIII D2a. A Unit Member's WSCH/FTE ratios shall be examined with consideration given for limitations due to law, facilities, equipment, supplies, scheduling difficulties, or other limitations beyond the Unit Member's control.

VIII D2b. A Unit Member may be required to assume an additional assignment as part of a Standard Work Load within the next two (2) semesters following the semester in which his/her WSCH/FTE ratio is established to be less than seventy percent (70%)of the average WSCH/FTE ratio of the institution.

VIII D2c. The WSCH/FTE ratio shall be established by calculating the average of the WSCH/FTE over the first and second census period of a semester.

VIII D2d. Any teaching assignment arising from Paragraph VIII D2 shall not exceed (3) lecture hours or five (5) non lecture weekly contact hours or any equivalent combination thereof.

VIII D2e. Any non-teaching assignment arising from Paragraph VIII D2b shall not exceed the prorated non-teaching portion of a Standard Work Load assignment involving a combination of teaching and non-teaching assignments.

VIII D2f. The affected staff in the instructional area shall be consulted before changes in a Unit Member's workload are implemented.

VIII D3. Incomplete Teaching Work Load

A Unit Member shall, when in any one semester, for any

other reason except as provided for elsewhere in this Article, does not have a Standard Teaching Work Load:

VIII D3a. Accept an additional teaching assignment during the semester following equivalent to the reduced teaching work load; or

VIII D3b. Accept a non-teaching assignment during the semester of occurrence or that which immediately follows as mutually determined by the Unit Member and the appropriate dean, provided such assignment shall be equivalent to the reduced teaching load, and appropriate and meaningful to the instructional program or for the good of the college.

The Superintendent/President shall determine the assignment in the event agreement cannot be reached between the Unit Member and the appropriate dean as to the assignment which is intended to remedy the Incomplete Teaching Work Load.

VIII E. Teaching Work Load Credit System

A Unit Member may elect to accept, as part of a Standard Teaching Work Load, an additional teaching assignment to be credited for future use as provided below. Such credit may be accumulated to a maximum of forty (40) per cent of a Standard Teaching Work Load at any one time. Such credit may be used for:

VIII E1. A reduced load in a subsequent semester, not to exceed twenty (20) per cent of a Standard Teaching Work Load in any given semester, or

VIII E2. Work load credit when a class does not meet enrollment requirements and is cancelled, not to exceed twenty

(20) per cent of a Standard Teaching Work Load in any given semester. Such credit may be used ony for reasons stated above and may not be converted to any other form of compensation if not used. Such credit must be used within the two (2) semesters immediately following the one in which the credit was earned.

VIII F. Extra Assignment

A Unit Member may elect to accept a District offer for an extra assignment at any rate of compensation which is determined between the District and Unit Member, provided the extra assignment is in no way construed to be an assignment within the Standard Work Load of the Unit Member.

VIII G. Overload Assignment

A Unit member may elect to accept a District offer for an Overload Assignment provided the assignment does not exceed twenty-five percent (25%) of the Unit Member's Standard Teaching Work Load. When an assignment exceeds 25%, it may not be offered on a continuing basis except in cases where necessary due to unforeseen circumstances, or unless additional qualified personnel cannot be secured to assume the assignment. The rate of compensation for overload assignment(s) shall be as established in Appendix A, Rates of Compensation.

VIII H. Summer Intersession Teaching Assignment

VIII H1. Summer intersession teaching assignments shall be determined in accordance with the following selection criteria in order of priority:

VIII H1a. Membership in the Unit as defined in Article I of this agreement.

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VIII H1b. Possession of or eligibility for, at the time of assignment, an appropriate teaching credential in the applicable field of instruction.

VIII H1c. Recency of formal preparation or other evidence of currency in the field of instruction (ie., continued formal professional development efforts).

VIII H1d. Recent experience teaching in the discipline of instruction; specific course experience is preferred.

VIII H1e. Seniority

An occasional exception is permissible to encourage an outstanding nationally/internationally acclaimed individual to teach a single class in his/her field of expertise.

VIII H2. Summer intersession teaching assignments, whenever possible, shall be determined for general publication no later than three (3) weeks prior to the start of the intersession(s).

VIII H3. The district and faculty association of Mt. San Jacinto College agree that unit members teaching in the 1988 Summer Session shall be compensated for that part of the session not covered by the 1985-1988 certificated contract in the same manner as stipulated in the 1985-1988 certificated contract.

The formula computing the amount paid for time worked under the current contract and that worked under the new contract shall reflect past practice:

Summer School Formula

June

Annual salary/181 * 80% = daily rate * 5 = weekly rate

Weekly rate * weeks in June (in decimals) = June pay

July (Rest of Session)

New annual salary/181 * 80% = daily rate * 5 = weekly rate

Weekly rate * remaining weeks (in decimals) = July-August pay

Recognizing that the 1988-89 salary is yet to be negotiated, signatories stipulate that if agreement is not reached until after July 1, 1988, compensation for that period commencing July 1, 1988, shall be at the rate of 1987-88 salary schedule and that any increase negotiated for 1988-89 shall be applied retroactively for the period commencing July 1, 1988.

Off campus stipend shall be prorated for June under terms of the 1985-1988 Certificated Contract and mileage shall be paid for travel in June.

Any stipend and mileage for July and August 1988 shall be based on agreement through negotiations.

Part-time summer session assignments shall be pro-rated on the basis of sixteen (16) lecture hours = full time.

Article IX: ASSIGNMENT

The District Management shall make preliminary assignments within the college for the ensuing semester or session as soon as administratively practical. Such assignment shall include but not be limited to courses to be taught and other responsibilities. Nothing in the preliminary assignment shall be construed as limiting the right of District Management from making any changes in such assignments or programs.

IX A. Class Size Maximum

IX A1. The appropriate dean in consultation with the area

coordinator will be responsible for determining needs for maximum class sizes, except in classes for which class size is determined by an authorized outside agency. In determining needs for maximum class size the following shall be considered:

IX A1a. History of and estimates of student demand.

IX A1b. History of drop rate and no-show rate in the Unit Member's courses.

IX A1c. Availability of appropriate facilities.

IX A1d. Student workload factor.

IX A1e. Instructional format and differences in course objectives.

IX A1f. Legal limits regarding space requirements/person for the facility being used.

IX A1g. Quality of instruction.

IX A2. Procedures

IX A2a. For Existing Classes

Existing class maximum as found in the college class maximum file shall prevail for the term of this contract unless a review is requested by the Unit Member. In the latter case, the class maximum will be determined through the same procedures as for a new course offering.

IX A2b. For New Courses

IX A2b(1). All new course proposals shall go through established instructional areas. Instructional areas shall identify specific class size maximums for each course proposal and forward their recommendations for the Instructional Services Committee for review and approval.

IX A2b(2). Once approved by the Instructional Services Committee, the class maximum shall remain in effect unless readdressed by the instructional area or instructional Office.

IX A2b(3). Should the Instructional Services Committee and the instructional area fail to come to an agreement on any class size maximum, the matter shall be referred to the Superintendent/President. The Superintendent/President, upon consultation with the area coordinator and dean of instruction shall determine the class size maximum for the class size in dispute.

IX A2b(4). Major revisions in course format objectives that require change in existing class size maximums shall be taken through the same procedure as for a new course proposal.

IX A3. Once class maximums have been established, the Dean of Student Services, assisted by the Dean of Instructional Services and the Dean of Career Education shall devise an enrollment procedure which will insure, insofar as possible, that as of the beginning of the second week of instruction, enrollments shall not exceed class size maximums except:

IX A3a. Class size maximum may be exceeded by twenty (20) per cent with the written consent of the Unit Member,

IX A3b. Class size maximum may be exceeded to accommodate students who need a particular course for graduation.

IX A4. Regardless of whether or not class maximums have been reached by the end of the late regular registration period,

the Unit Member's written consent shall be required to admit students into class.

IX A5. It shall be the responsibility of the dean of instruction to post a new print-out of established class size maximums at least one (1) day previous to the beginning of registration. It shall be the responsibility of each Unit Member to check the posted print-out previous to registration to insure that no clerical errors have been made.

IX A6. Established class size maximums may be reviewed and changed periodically following established procedures stated in this Section.

IX B. Determining Class Types

IX B1. Procedure For Existing Courses

Existing class types as based on the State mandated course activities measures file shall prevail unless a review is requested by the Unit Member or Instructional Office through established procedures. In the latter case, the class type will be determined through the same procedures as for a new course offering.

IX B2. Procedure For New Course Proposal

The same procedure shall be used for determining the ranking of a course into a class type as is outlined for determining class size maximums. The new course proposal form shall provide a space for class type recommendation by the instructional area to the Instructional Services Committee.

Article X: EVALUATIONS

X A. The appropriate dean shall evaluate all bargaining Unit Members no less than once every two years.

X B. The written procedures for evaluation which are currently

in effect shall be maintained by the District for the duration of this Agreement, and are attached hereto as Appendix D.

X C. With respect to Article X, the Grievance Procedure shall be used solely for the purpose of challenging alleged violation of specific provisions of this contract relating to evaluation procedures and not the substance upon which the Unit Member is evaluated.

Article XI: LEAVE PROVISIONS

XI A. The benefits which are expressly provided by this section, Article XI, and Article XII, are the sole benefits and only leave provision benefits provided by the Education Code which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either explicitly or implicitly, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article V.

XI B. Personal Illness and Injury Leave

XI B1. Unit Members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury.

XI B2. After all earned leave as set forth in XI B1 above above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of XI B4 below are met. The amount deducted for leave purposes from the Unit Member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, an amount which would be equal to fifteen (15) hours per week employment at the lowest substitute rate of pay in effect, providing that

the Unit Member on leave shall, for the duration of this period, be compensated by the District at the rate not less then sixty percent (60%) of his/her salary rate applicable during said period. The five (5) month period shall begin on the eleventh (11) day of absence due to illness or injury.

XI B3. If a Unit Member does not utilize the full amount of leave as authorized in Paragraph XI B1 above in any school year, the amount not utilized shall be accumulated from year to year.

XI B4. Upon request by appropriate dean, a Unit Member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. The District may require the Unit Member to visit a medical doctor chosen by the District and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent/President or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent/President or designee, after notice to the Unit Member, may refuse to grant such leave.

XI B5. Whenever possible, a Unit Member must contact the appropriate dean as soon as the need to be absent is known. Failure to provide reasonable notice shall be grounds for denial of leave with pay or other disciplinary action.

XI B6. A Unit Member who is absent for one-half (1/2) day or

less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half(1/2) day, a full day shall be deducted from accumulated leave.

XI B7. A Unit Member shall not be allowed to return to work and shall be placed on leave without pay if the Unit Member fails to notify the District of intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

XI C. Personal Necessity Leave

XI C1. Leave which is credited under 2.A of this Article may be used, at the Unit Member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed six (6) days in any school year.

XI C2. For purposes of this provision personal necessity shall be limited to: (a) death or serious illness including childbirth of a member of the Unit Member's immediate family; (b) an accident involving the Unit Member's person or property, or the person or property of a Unit Member's immediate family, as defined in Paragraph XI D2 below.

XI C3. Unit Members shall be entitled to two (2) days of the foregoing six (6) personal necessity leave days to be granted for reasons other than those listed, but limited to acceptable reasons at the discretion of the Superintendent/ President.

XI C4. Should the circumstances outlined in Paragraph XI C2B and XI C2C arise, the Unit Member shall make every effort

to comply with District procedure to enable the District to secure a substitute.

XI C5. Under all circumstances, a Unit Member shall verify in writing that the personal necessity leave was used only for purposes set forth in Paragraph XI C2 and XI C3 above. A Unit Member shall be subject to appropriate discipline if the leave was used for purposes other than stipulated.

XI D. Bereavement Leave

XI D1. A Unit Member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state or 500 miles one way travel is required, without loss of salary on account of the death of any member of his immediate family.

XI D2. For purposes of this provision, a member of the immediate family shall be limited to mother, father, grandmother, grandfather, or a grandchild of the Unit Member, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Unit Member, or any relative living in the immediate householdof the Unit Member, or another person designated by the Superintendent/President.

XI E. Leave for Pregnancy Disability

XI E1. A Unit Member is entitled to use sick leave as set forth in Paragraph Xl Bl and Xl B2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician; however, the District Management may require a verification of the extent of the disability through a physical examination of the Unit Member by a physician appointed by the District.

XI E2. A Unit Member is entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in X1B1 and X1B2 has been exhausted. The date on which the Unit Member shall resume duties shall be determined by the Unit Member on leave and the Unit Member's physician; however, the District Management may require a verification of the extent of disability through a physical examination of the Unit Member by a physician appointed by the District.

XI F. Industrial Accident Leave

XI F1. A Unit Member will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for worker's compensation under the provisions of the District Self-Insured Program For Employees.

XI F2. Such leave shall not exceed sixty (60) days during which the college is required to be in session or when the Unit Member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

XI F3. The District has the right to have the Unit Member examined by a physician designated by the District to

assist in determining the length of time during which the Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

XI F4. For any days of absence from duty as result of the same industrial accident, the Unit Member shall endorse to the District any wage loss benefit check from the District Self-Insured Program For Employees which would make the total compensation from both sources exceed one hundred (100) percent of the amount the Unit Member would have received as salary had there been no industrial accident or illness.

If the Unit Members fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit Member's salary warrant the amount of such disability indemnity actually paid to and retained by the Unit Member.

XI G. Judicial Leave

XI G1. A Unit Member shall be provided judicial leave for appearance other than that as a litigant or for reasons not brought about through the connivance or misconduct of the employee.

XI G2. The Unit Member, while serving jury duty, will receive full pay and any amount received as a jury duty pay shall be given to the district.

XI H. Leave Without Pay

When an absence or leave does not fall within the definition of any other leave provision, it shall be considered a request for leave without pay.

XI J. Health Leave

XI J1. The District shall grant a Unit Member, upon request, an unpaid leave for health reasons for two (2) semesters in addition to any other sick leave provided for in this article subject to the following conditions:

XI J1a. A written statement by the Unit Member's physician, or a District appointed physician at the District's option, to the effect that the Unit Member is entitled to such a leave shall be furnished by the Unit Member at the District's request.

XI J1b. A Unit Member is temporarily unable to perform services because of illness, accident, or quarantine when other illness or accident benefits have been used.

XI J1c. A Unit Member must have permanent status in order to be eligible for such leave.

XI J1d. The District may require a physician's statement, or a District appointed physician at the District's option, stating that the Unit Member is capable of returning to service before the District grants permission for the Unit Member to return to work.

Article XII: PROFESSIONAL DEVELOPMENT LEAVES

XII A. Definition

"Professional Development Leave" shall be any leave granted which leads to the improvement of the professional skills of the Unit Member as those skills relate to his assigned area of service or to the improvement of the professional standards of the institution. Such leaves may be of short-term or long-term duration as defined in the provisions of this Article.

XII B. Short-Term Professional Development Leave

XII B1. Short-term professional development leaves shall in-

clude, but not be limited to, approved attendance at conferences, workshops, experimental or research projects, retreats, seminars and travel to on-site locations, clinics, in-service training programs, competency based programs, short courses, and short work experiences.

XII B2. The Staff Development Committee, or other appropriate committee as mutually agreed by both parties to this Agreement, shall be responsible for establishing a policy to assess needs, determine budgetary flexibility and administer such a program. The committee shall be comprised equally of instructors and district management representatives.

XII B3. The District shall consider the recommendations of the committee responsible for implementing Paragraph XII B2 when establishing the level of appropriations for financing the short-term Professional Development Leave Program.

XII C. Long-Term Professional Development Leave With Remuneration (hereinafter called a "sabbatical" leave)

XII C1. A sabbatical leave with remuneration shall be granted to a Unit Member according to the following terms and conditions:

XII C1a. Types of programs for which sabbatical leaves are granted may include, but are not limited to:

XII C1a(1). Formal Study

XII C1a(2). Independent Study

XII C1a(3). Fellowships or Scholarships

XII C1a(4). Work Experience

Unit Members who are granted sabbatical leave for the purpose of acquiring work experience must report their earnings each month. The amount to be paid by

the District plus the amount earned through paid employment shall not exceed the total amount of what the individual's salary would have been had that person been teaching full time including cost of retirement contributions and fringe benefits. If earnings from employment do exceed these combined costs, the District shall reduce its payments accordingly.

XII Cla(5). Travel, and

XII Cla(6). Preparation of Educational or Instructional Materials.

XII Clb. Eligibility

XII Clb(1). In order for a Unit Member to be eligible to accumulate years toward a sabbatical leave with renumeration, the Unit Member must have the status of a permanent full-time certificated employee.

XII Clb(2). A Unit Member must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) years or its equivalent preceding the beginning of the leave. In addition all other terms and conditions contained in this Article must have been met.

XII Clc. The compensation schedule for a Unit Member on sabbatical shall be determined on the basis of the following:

XII Clc(1). Each Unit Member shall earn one-fourteenth (1/14) of a point towards sabbatical leave for each year, exclusive of summer employment, for which Unit Member is employed by the district as a permanent full-time certificated employee eligible for membership in the Unit.

XII C1c(2). The rate of compensation for a Unit Member who has accumulated seven-fourteenths (7/14) of a point and is granted a sabbatical leave shall be seven-fourteenths (7/14) of his monthly salary existing during the time of the leave, prorated for the duration of said Sabbatical leave.

XII C1c(3). In the event a Unit Member who is granted a sabbatical leave has accumulated more than seven-fourteenths (7/14) of a point toward a sabbatical leave, compensation during said leave shall equal the accumulated total fraction of a point multiplied by Unit Member's monthly salary in effect for the duration of the leave.

XII C1c(4). In the event a Unit Member has earned more than fourteenth-fourteenths (14/14) of a point, the rate of compensation for the duration of the sabbatical leave shall not exceed Unit Members monthly pay; however, any earned fraction to a point beyond that necessary to reach a full point may be applied to any future sabbatical leave.

XII C1d. Terms and Conditions

XII C1d(1). The number of Unit Members who may be on sabbatical leave during any one (1) school year shall not exceed the equivalent of three (3) semesters of leave.

XII C1d(2). The standard shall be a one (1) semester sabbatical leave. However, if the advantages for a year sabbatical can be established to be sufficiently compelling to the Association and the District; and qualified substitution for the instruction can be

arranged; and there are no undue disadvantages for other Unit Members as determined by the Association; and there is no other disruption in the delivery of instructional services to the District as determined by the District, a Unit Member may apply for a sabbatical leave of one year at one-half (1/2) of the salary which would have been received for a one (1) semester sabbatical.

XII Cld(3). The District shall annually appropriate an amount of funds to finance the programs outlined in the Article XII Long Term Professional Development Leave With Remuneration and Article XII E, Retraining Leaves with Remuneration.

XII Cld(4). The criteria and priority for granting sabbaticals shall be determined by the Association, and with the concurrence of the District, will be administered by the Staff Development Committee, or other appropriate committee.

XII Cld(5). Any Unit Member who has been recommended by the Staff Development Committee, or other appropriate committee, shall be granted a sabbatical if he meets all the conditions of this article and the approved policy established pursuant to Paragraph XII Cldiv and provided that qualified substitutes as determined by the District, are available.

XII Cld(6). Where the number of requests exceeds the limit allowed per semester, the Staff Development Committee, or other appropriate committee, shall determine which Unit Members shall receive leaves

based on the policy established by the Association as indicated in Paragraph XII C1d(5) above.

XII C1d(7). Unit member must file application for Sabbatical leave with both the appropriate committee and the District Personnel Services no later than February 1 for either semester of the following school year, or no later than October 15 for the Spring Semester if slots remain available at that time. Applications submitted prior to the deadline date will not be a priority factor. The committee determining eligibility shall establish a reasonable time period in which to work with a Unit Member who has applied for a sabbatical but whose proposed programs do not meet sabbatical standards.

XII C1d(8). Sabbatical Leaves granted under this agreement will not be affected by successive agreements.

XII C1d(9). Absence due to sabbatical leave shall count as a regular period of service and shall not interrupt a Unit Member's progress on the salary schedule.

XII C1d(10). A Unit Member granted a sabbatical leave shall be entitled to all current District Fringe Benefits, plus retirement contributions on the amount of salary actually received by the Unit Member.

XII C1d(11). Upon return from a sabbatical leave with remuneration, the Unit Member shall be required to render service to the District twice the length of time granted to the Unit Member for the leave unless the District agrees otherwise.

XII C1d(12). Compensation shall be paid the Unit Member on leave in the same manner as if the employee were teaching in the District. The Unit Member must sign an agreement before receiving such compensation agreeing to return to service in the District for the required length of time following his return from the leave (unless otherwise provided for), or to return that portion of compensation for the leave for which service was not rendered.

XII D. Long-Term Professional Development Leave Without Remuneration

The District may grant a Unit Member an unpaid leave of absence of up to one (1) year for professional development which shall include, but not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of assignments to other higher education institutions, agencies, corporations, foundations, or government.

XII D1. Procedures and criteria for applying for and awarding such leaves shall be developed and applied by the Staff Development Committee, or other appropriate committee, and recommended to the Superintendent/President.

XII D2. A Unit Member on an unpaid long-term professional development leave shall not retain salary and fringe benefit rights while on leave, nor shall the accumulated time on leave be considered towards salary advancement.

XII D3. At the expiration of the unpaid long-term professional development, the Unit Member shall be reinstated, unless Unit Member otherwise agrees, in the position which was held at the time of granting the leave.

XII E. Retraining Leaves with Remuneration

It shall be the philosophy of the District to initiate retraining program(s) to provide opportunities for Unit Members to learn new teaching skills in accordance with current needs of the District, or anticipated needs of the District, in an effort to maintain continued employment within the District for all Unit Members. It is also hoped that should the need for such retraining programs be necessary, that the Unit Members and District will work together cooperatively to ensure that such needs are met with the least inconvenience and duress to all parties concerned. As such, the following guidelines are established with the intention of review and evaluation in the event that such reassignments become necessary.

XII E1. Any Unit Member subject to reassignment not of the Unit Member's initiated request shall have the right to be heard by Association representatives, and to be represented during discussions with the District regarding such reassignments.

XII E2. The District shall inform any Unit Member in writing, as far in advance as possible, of the need for the Unit Member to receive retraining in order to maintain future employment. Included in the information will be an indication that no full-time position for which he is qualified and competent exists or is projected to exist according to the Mt. San Jacinto College Master Plan.

XII E3. Any Unit Member informed by the District of his need to be reassigned to a position for which he is not fully qualified shall be eligible for a "retraining leave", either full-time or with a reduced load at pro-rata pay as

worked out with the Instructional Services Committee, or other appropriate committee.

XII E4. The District and the Unit Member shall jointly, in writing, inform the appropriate committee of the Unit Member's desire for a "retraining leave". If the application meets the same deadlines as for Sabbatical leave, the Unit Member shall be considered on identical criteria as for Sabbatical leave except:

XII E4a. Minimum eligibility is at five (5) years, with salary beginning at 7/14 for the fifth, sixth, and seventh year.

XII E4b. Any "retraining leave" request shall have the priority over a sabbatical leave. Should the District not inform the committee by the deadline, it shall provide the Unit Member employment without decrease in salary or benefits until the next slot is available, or increase the budget allotment proportionately allow for the additional leave. A retraining leave shall in no way affect a Unit Member's eligibility for sabbatical leave.

XII E5. Seniority shall not be the only factor used by the District for determining reassignments.

Article XIII: REDUCTION IN FORCE

XIII A. At least sixty (60) days before the District mails out any notice recommending the possible non-renewal of any Unit Member's contract because of program reduction in area(s) in which the Unit Member is qualified to render services, the District shall meet and confer with the Association with respect to the nature and impact on the Unit Member(s) of such anticipated lay-offs.

XIII B. The District shall provide each Unit Member with the opportunity to expand the number and kinds of services which Unit Member(s) may be qualified and competent to render in order to prevent Unit Members lay-off due to program reductions in the area for which Unit Member is qualified to render services.

XIII C. Any Unit Member who has been laid off shall retain statutory preferential recall rights for thirty-nine (39) months unless Unit Member otherwise agrees in writing. The District shall mail to such Unit Members at their last updated address a list of existing and anticipated vacancies for certificated personnel. The District shall not fill any such vacancy until:

XIII C1. Notice of such vacancy or anticipated vacancy has been mailed to each Unit Member who enjoys recall rights, and

XIII C2. Such Unit Member has been given a reasonable opportunity to apply for such vacancy or anticipated vacancy.

XIII D. The District shall provide the Association with copies of all written recommendations and notices of anticipated lay-off(s) at the same time that such materials are mailed to the affected Unit Members. The personnel office shall also provide the Association with a list of existing and anticipated certificated personnel vacancies and also with a list of the Unit Members who continue to enjoy statutory preferential recall rights.

XIII E. If rehired by the District while still under preferential recall rights, a Unit Member shall return to the same position on the salary schedule as previous to the lay-off, shall regain all other benefits, and shall be permitted to

apply all eligible units earned during his/her layoff to salary advancement provided any salary advance shall not exceed the limit elsewhere specified.

Article XIV: PERSONNEL FILE CONTENTS AND INSPECTION

XIV A. Materials in personnel files on a Unit Member which may serve as a basis for affecting the status of employment are to be made available for the inspection of the person involved.

XIV B. Such material is not to include rating, reports, or records which:

XIV B1. Were obtained prior to the employment of the person involved.

XIV B2. Were prepared by identifiable examination committee members, or

XIV B3. Were obtained in connection with the promotional examination.

XIV C. Every Unit Member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

XIV D. Information of a derogatory nature, except material mentioned in Paragraph XIV B, shall not be entered or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon. A Unit Member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the Unit Member shall be released from duty for this purpose without salary reduction.

XIV E. In the event of a grievance in which a Unit Member is being represented by the Association, the Association representative shall be permitted access to the Unit Member's file, under the above restrictions, with the Unit Member's written approval.

XIV F. Records of allegations which have been found to be false shall be removed from the Unit Member's personnel file and destroyed whenever the law allows.

Article XV: RETIREMENT AND EARLY RETIREMENT INCENTIVES

XV A. Regular Retirement

XV A1. Effective period of program: July 1, 1988 - June 30, 1990

XV A2. Qualifications:

XV A2a. Full-time employment with the District in a regular status for not less than ten (10) consecutive years leading to retirement; and

XV A2b. Employee must be at least fifty (50) years of age at the time of retirement.

XV A2c. Employee shall have provided written notice to the District Personnel Services of his/her intent to retire in accordance with the following schedule.

XV A2c(1). By September 1, if employee intends to retire effective the Spring semester following.

XV A2c(2). By March 1, if employee intends to retire effective the Fall semester following.

XV A3. Retirement Benefit Program Components

XV A3a. District paid medical benefit at the rate established in the first full year of retirement. All subsequent adjustments must be borne by the retiree.

XV A3b. Retiree must pay for any and all deductible costs, the same as paid by current employees.

XV A3c. Period of coverage: Ten years from date of retirement.

XV A3d. Retiree dependent coverage shall be offered but any attendant costs shall be fully borne by the retiree. The dependent coverage shall cease upon the termination of the retiree subscription in the program.

XV A3e. District shall, upon written request by the employee, prior to effective date of retirement provide an option of a one (1) time payment of $5,000 made in favor of the retiring employee on or about the date of retirement in lieu of the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the health benefit program and their option shall be irrevocable.

XV B. Reduced Load/Retirement

XV B1. Effective period of program:

The program shall be in effect for the term of this contract.

XV B2. Qualifications

XV B2a. Unit member must comply with all requirements for eligibility.

XV B2b. Employee shall have provided written notice to the District Personnel Services of his/her intent to retire in accordance with the following schedule.

XV B2b(1). By September 1, if employee intends to retire effective the Spring semester following.

XV B2b(2). By March 1, if employee intends to retire effective the Fall semester following

XV B3. Reduced Load Component

XV B3a. A qualified employee may request, and at the option of the District, assume a reduced teaching assignment load (not less than 50%) for three (3) consecutive years leading to his/her retirement.

All benefits accruing to employee during this period shall be the same as if he/she were employed in a full assignment but on a pro-rated salary compensation structure.

XV B3b. At the conclusion of the third year of service or earlier, the employee shall retire and receive District paid health benefits at the rate established for his/her first year of retirement for a period of ten years following his/her retirement in accordance with the same cost conditions governing the full retirement proposal.

XV B3c. Any dependent coverage cost shall be fully borne by the retiree and shall cease upon the termination of the retiree subscription in the program.

XV B3d. The District shall have the option, upon written request by the retiree, to exercise a one (1) time payment of $2500 to him/her if he/she chooses not to participate in the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the health benefit program.

Article XVI: SAVINGS

XVI A. If, during the life of this Agreement, there exists any applicable law, regulation, or order issued by any external governmental authority having jurisdiction, which shall render

invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended but only to the extent required by the law, rule, regulation, or order. Such invalidation of a part of this Agreement shall not invalidate any remaining parts of this Agreement.

XVI B. In the event of suspension or invalidation by an external authority of any Article or Section of this Agreement, the parties may, by mutual consent, meet and negotiate within ten (10) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

XVI C. Any action by a legislative body to renumber, or reorganize sections of codes, laws, policies, or regulations cited in this Agreement shall be reflected in this Agreement without further negotiation.

Article XVII: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.

Article XVIII: COMPLETION OF MEET AND NEGOTIATION

Except as provided in Paragraph II C2 of this agreement, the Association and the District during the term of this Agreement expressly waive and relinquish the right to meet and negotiate and agree that the District and Association shall not be obligated to meet and negotiate and agree with respect to any subject or matter whether or not referred to or covered in this Agreement, even

though such subject matter may not have been within knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

Article XIX: MISCELLANEOUS

XIX A. A Contract Maintenance Committee composed of District and Association representatives shall be established to continually oversee, maintain and evaluate the terms of this agreement.

XIX B. References herein made of committees or other such groups except for the District and Association, may change from time to time, and as such, no additional changes need to be made in this Agreement when the purpose or function of newly formed committees or groups are similar in scope to those herein referred.

Article XX: TERM

This Agreement shall remain in full force and effect up to and including June 30, 1990. By mutual consent, any Article may be opened for meeting and negotiating at any time.

DATE: February 7, 1989

ASSOCIATION PRESIDENT

NEGOTIATION COMMITTEE:

DATE: February 7, 1989

CHAIRMAN, BOARD OF TRUSTEES

Wally Upper

Claire A Broyles

APPENDIX A

MT. SAN JACINTO COLLEGE
CERTIFICATED SALARY SCHEDULE

1988 - 1989

The 1988-89 Unit Salary Schedule shall be increased by 5.25% retroactive to July 1, 1988.

ROW	COLUMN: 01	02	03	04	05	06
01 . 0	24139 . 00	25613 . 00	27083 . 00	28561 . 00	30028 . 00	31498 .
02 . 0	25244 . 00	26722 . 00	28188 . 00	29661 . 00	31135 . 00	32605 .
03 . 0	26350 . 00	27824 . 00	29295 . 00	30768 . 00	32243 . 00	33714 .
04 . 0	27457 . 00	28931 . 00	30403 . 00	31877 . 00	33347 . 00	34820 .
05 . 0	28564 . 00	30039 . 00	31509 . 00	32979 . 00	34456 . 00	35927 .
06 . 0	29669 . 00	31143 . 00	32616 . 00	34089 . 00	35560 . 00	37032 .
07 . 0	30775 . 00	32251 . 00	33723 . 00	35196 . 00	36655 . 00	38138 .
08 . 0	31884 . 00	33360 . 00	34828 . 00	36302 . 00	37772 . 00	39245 .
09 . 0	32991 . 00	34461 . 00	35933 . 00	37407 . 00	38878 . 00	40352 .
10 . 0	34094 . 00	35570 . 00	37044 . 00	38514 . 00	39987 . 00	41456 .
11 . 0	34094 . 00	36676 . 00	38147 . 00	39620 . 00	41095 . 00	42564 .
12 . 0	34094 . 00	37782 . 00	39254 . 00	40729 . 00	42198 . 00	43671 .
13 . 0	34094 . 00	37782 . 00	40358 . 00	41830 . 00	43306 . 00	44782 .
14 . 0	34094 . 00	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
15 . 0	34094 . 00	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
16 . 0	34094 . 00	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
17 . 0	34094 . 00	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
18 . 0	34094 . 00	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
19 . 0	34094 . 00	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
20 . 0	34094 . 00	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
21 . 0	.	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
22 . 0	.	37782 . 00	41470 . 00	42943 . 00	44413 . 00	45884 .
23 . 0	.	.	41470 . 00	42943 . 00	44413 . 00	45884 .
24 . 0	.	.	41470 . 00	42943 . 00	44413 . 00	45884 .
25 . 0	.	.	.	42943 . 00	44413 . 00	45884 .
26 . 0	.	.	.	42943 . 00	44413 . 00	45884 .
27 . 0	.	.	.	42943 . 00	44413 . 00	45884 .
28 . 0	.	.	.	42943 . 00	44413 . 00	45884 .
.	.	.	.	.	.	.
.	.	.	.	.	.	.

2. Definition Of Classes:

Class I Master's Degree and California Community College Life credential; or Master's Degree and Life credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment with the District is offered; or a California Community College credential issued on a partial fulfillment requirements in the discipline for which initial employment with the District is offered.

Class II Master's Degree plus twelve (12) semester units or their semester unit equivalent approved pursuant to Paragraph VII D4 and Life Credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment is offered; or a Life California Community College or eligible vocational subject credential; or a California Community College vocational subjects credential issued on a partial fulfillment of requirement basis plus a Bachelor's Degree.

Class III Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII 3B1 and a California Community College Life credential; or a Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII 3B1 and Life credential issued by California Commission for Teacher Preparation and Learning

prior to 1971 in the discipline for which initial employment is offered; or a California Community College vocational subject credential issued for Life plus 120 semester units or their semester unit equivalent approved pursuant to Paragraph VII D4.

Class IV MA + 36 semester units and credential.

Class V MA + 48 semester units and credential.

Class VI Earned doctorate and credential.

Maximum of seven (7) years teaching experience will be allowed for entry into this schedule.

Beginning 1981-82 fiscal year, a $520.00 increment will be paid to those reaching the 17th step and another $520.00 increment on reaching the 20th step on the schedule if they are in columns V or VI.

If three (3) years or more work experience in an occupation are required for the Vocational Credential requested by this College, then three (3) years of such experience will be accepted for initial placement on this schedule and in addition, teaching experience will be credited up to five years.

Where units are referred to, it is understood to mean units or "equivalent credit."

3. Extra Assignment Rates

Extra Non-Teaching Assignment:	At rates to be established between each Unit Member and District at the time the Extra Assignment is offered.

4. Over Load Assignment Rates

Lecture

Teaching Assignment:	1.21 x highest current hourley rate per teaching contact hour per week

Non lecture

Teaching Assignment:	1.15 x highest current hourly rate per teaching per contact hour per week

APPENDIX B - SALARY FORMULA

The 1988-89 Unit Salary Schedule shall be increased by 5.25% retroactive to July 1, 1988. The formula to determine the salary rates for the 1989-90 fiscal year is intended to place the Mt. San Jacinto Community College District Unit salary schedule at or near the median salary of specified benchmark institutions. This shall be established as follows:

1. Selected benchmark salary rate classifications will be used to determine an average salary rate for all benchmark institutions. This shall be computed for the 1988-89 year.
2. The average salary rates for benchmark institutions will be used to determine the median benchmark institution.
3. The procedure for calculating this adjustment is explained below.

Definitions:

1. The Benchmark institutions are:

Barstow College	Merced College
Butte College	Mira Costa College
Cuesta College	Mt. San Jacinto College
Gavilan College	Redwoods College
Imperial Valley College	Victor Valley College

2. The following Benchmark salary rate classifications will be used to compare institutional salary schedules.

   I II III IV V

3. The average salary rate for a benchmark institution is computed by:

   A. Locating the five benchmark salary rate classifications on the current salary schedule of each institution.

   B. Summation of the five benchmarks and divide by five to get Institutional Benchmark Average, i.e.

$$\frac{\text{Summation of 1-5}}{5} = \text{Benchmark Institutional Average}$$

4. The average salary rate for Mt. San Jacinto College Ditrict is computed in the same manner. Summation of five benchmark salary rate classifications and divide by five, i.e.

$$\frac{\text{Summation of 1-5}}{5} = \text{(Z) MSJC Average}$$

5. The median salary schedule will be established by:

   A. Excluding the lowest benchmark institutional average, then rank ordering the salary rates for the remaining benchmark institutions. Mt. San Jacinto College average salary rate is included in the rank ordering.

   B. Locate the median benchmark average salary (M) among the nine remaining schools. M shall be increased by the Community College cost of living adjustment (COLA) percentage increase in the state budget for 1989-90. For

example the COLA increase for 1988-89 was 4.70% and for futher example the Governor proposed a 4.88% increase for 1989-90. MX COLA = Y.

6. Mt. San Jacinto College salary adjustment for the 1989-90 fiscal year shall be determined as follows:

   $\frac{Y - Z}{Z} = P$ percent adjustment

7. Should the application of the formula outlined in Appendix B result in a decrease in the Mt. San Jacinto College Unit Salary Schedule, then the current salary schedule shall remain in effect for the succeeding fiscal year.

APPENDIX C - FRINGE BENEFITS

1. Each Unit member shall be provided Health, Dental and Life Insurance that shall be comparable or better than benefits provided in the 1988-89 fiscal year unless changes are mutually agreed to.
2. No TSA payments will be made for any unit member by the district during the term of this contract as a fringe benefit.
3. At the request of the district or the unit, a fringe benefit study committee shall be formed for the purpose of reviewing exiting coverages and benefits. The committee shall make recommendations for changes or alternatives to fringe benefits. The district and the unit shall consider any recommendations and take action to approve or disapprove the recommendations.
4. The district shall pay 100% of the premiums for any unit member who elects Health Net coverage or a successor HMO organization approved by the college and the unit.
5. For 1988-89 the district dollar contribution for fringe benefits shall be increased by 5.25% above the 1987-88 district contribution. For 1988-89 any difference in premiums and the district contribution shall be paid by the district at 50% and the unit member at 50% through a payroll deduction. The 1988-89 unit member retroactive payroll deduction shall be a lump sum in the February 1989 pay warrant or maybe equally prorated for the balance of the fiscal year at the discretion of the unit member.

6. For 1989-90 the district dollar contribution for fringe benefits shall be increased by the % increase generated in the salary section of this agreement for 1989-90. For 1989-90 any difference in premiums and the district contribution shall be paid by the district at 50% and the unit member at 50% through a payroll deduction.

APPENDIX D - EVALUATION

Evaluation - The College is committed to maintaining the quality of instruction within its credit programs.

A. Evaluation of the first year contract faculty

1. Contract faculty will be evaluated once during each of the first two semesters of employment.

a. The first semester will serve as an orientation to the campus and the orientation process. The Chief Instructional Officer or his designee will arrange a schedule of observations with the faculty member. After the observations, the evaluator will meet with the instructor and discuss informally his observations and any suggestions for improvement.

b. The second semester will serve as a formal first year evaluation. A team consisting of a faculty member, the Superintendent or his designee, and the supervising Dean will meet in the second week of the semester to determine the scope and nature of the evaluation. In addition to administrative review, at least two of the following methods will be utilized: self-evaluation, peer evaluation, student evaluation. Following completion of the evaluation activities, the team will meet in a review conference to delineate strengths and weaknesses in the faculty member's performance. A written report of the review conference must be developed, including a recommendation to retain or dismiss the faculty member. The written

report of this conference, bearing the signature of each team member, will become part of the faculty member's personnel file.

B. Evaluation of second year contract faculty

1. Evaluation of second year contract faculty will follow the process for first year contract faculty, second semester.

C. Evaluation of Regular Contract Faculty

1. The faculty member will confer with the supervising administrator to decide upon an evaluation method and time frame acceptable to both parties. It is assumed the time frame will be at least the State mandated minimum.
2. The faculty member will provide the supervising administrator a written description of the evaluation method agreed upon. Each party will indicate approval by signature.
3. A follow-up conference will be held at the end of the agreed-upon time frame and a written summary statement will be made by the supervisor. One copy of the evaluation statement will be given to the faculty member and one copy will be placed in the faculty member's personnel file.

4. If agreement on the evaluation method cannot be reached between the faculty member and the supervising administrator, the Academic Senate shall act as arbitrator. Should the Academic Senate fail to arbitrate an agreement, the College President/Superintendent shall determine the evaluation method to be used.
5. Evaluations more frequent than the state mandated minimum may be requested by either the faculty member or the supervising administrator.

D. Evaluation of Part-Time Hourly Instructors

1. Part-time hourly faculty will be evaluated by their administrative supervisor in the first term of service and as frequently as practical thereafter. A written evaluator shall be placed in the faculty member's personnel file.

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Grievance Form - Level II

Article V E

Appeal to Superintendent/President: All portions of this section must be completed by the Grievant. The pink copy of the completed Grievance Form - Level I must be attached.

Reason for Appeal:

_____

_____

_____

Remedy Sought:

_____

_____

_____

_____

Date: _____ Grievant Signature: _____

Superintendent/President's Response:

_____

_____

_____

Date: _____ Supt/President or Designee Signature: _____

Upon completion of this section, the Superintendent/President or designee shall retain original and forward pink copy of the completed Grievance Forms - Level I and yellow copy Level II to Grievant, and pink copy of Level II to grievant's immediate supervisor.

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Grievance Form - Level III

Article V F

Appeal to Board of Trustees: All portions of this section must be completed by the Grievant. Pink copy of completed Grievance Form - Level I and yellow copy of Level II must be attached.

I hereby request that the grievance outlined on the attachments be reviewed by the Board of Trustees.

Date: _____ Signature: _____

Upon completion of this section, grievant shall present original and yellow copy and all attachments to the Superintendent/ President. Pink copy should be retained by the Grievant.

Board's Reply:

_____

_____

_____

_____

_____

Form B-39

ERIC Clearinghouse for Junior Colleges
DEC 20 1991